

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SUSSEX COUNTY COMMUNITY COLLEGE  
ADJUNCT FACULTY FEDERATION  
American Federation of Teachers  
Local 6033  
AFL-CIO**

**and**

**SUSSEX COUNTY COMMUNITY COLLEGE**

**August 31, 2000 – June 30, 2003**

ARTICLE I

RECOGNITION

The Board of Trustees of Sussex County Community College, hereinafter the "Board", hereby recognizes the Sussex County Community College Adjunct Faculty Federation, NJSFT, AFT, AFL-CIO, hereinafter the "Federation", as the exclusive bargaining representative for collective negotiations concerning the terms and conditions of employment for all adjunct faculty as defined by the corrected certification of representation issued by the Public Employment Relations Commission on February 19, 1999, a copy of which is in the Appendix.

For purposes of this Article, a year shall be defined as 365 days.

The parties recognize that an adjunct faculty member teaching credit courses employed under at least their second contract of employment within a year of their first contract with SCCC qualifies for membership in the bargaining unit.

## ARTICLE II

### FEDERATION RIGHTS

- A. The rights and privileges of the Federation and its representatives as set forth in this Agreement shall be granted exclusively to the Federation.
- B. The College shall provide to the Adjunct Faculty Federation one designated Adjunct Faculty Federation Bulletin Board for the posting of materials related to official Federation business. The bulletin board shall be located in the faculty office area. The Federation may use at no cost College internal mail services; i.e. adjunct faculty mailboxes.
- C. The College agrees to furnish to the Federation, on a timely basis, upon written request to the President, the following documents:
1. Annual financial reports.
  2. Annual audits
  3. Adopted Budgets--as of the date of formal final adoption by the Board
  4. Minutes of Board Meetings
  5. The College will supply the Federation with a roster of bargaining unit members, including names, last known addresses; course assignments with number of sections and salaries when such list is available from the Office of Academic Affairs, but not later than the start of the fourth (4th) week of instruction in the Fall or Spring semesters.
- D. The College agrees to provide to the Federation such existing and unprivileged information as may be reasonably required and requested by the Federation to process any grievance or to negotiate future agreements.

## ARTICLE IIB

### CONDUCT OF FEDERATION BUSINESS

A. The Federation and its representatives shall have the right to reasonable access to College premises to conduct official Federation business, including membership meetings, provided it does not interfere with the educational process, adjunct faculty duties or operations of the College. It is further agreed that no adjunct faculty member will interrupt his or her teaching responsibilities or preempt previously scheduled, contractually required College responsibilities to attend an adjunct faculty Federation membership meeting.

B. The Federation and its representatives shall have the right to use College buildings to conduct official Federation business, including meetings, during regular College operation hours, provided such use shall not interfere with nor interrupt normal College operations. A Federation request to use a College building for a meeting shall be made in writing in advance of the meeting and be submitted to the Coordinator of Scheduling. Approval or denial of the Federation's request shall be returned to the Federation President not later than five (5) business days after the request is submitted to the Coordinator of Scheduling. Approval of such requests shall not be unreasonably withheld. Such use of the College facilities shall be consistent with the mission of the College. The College will not preempt a previously scheduled meeting of the Adjunct Faculty Federation unless exigent circumstances exist.

Non-employee authorized adjunct faculty Federation representatives shall have reasonable access to College premises to conduct official Federation business provided it does not interfere with the operations of the College and is in accordance with College policies regarding campus visitors.

### ARTICLE III

#### BARGAINING UNIT MEMBER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, amended by Chapter 123, Public Laws 1974, the College hereby agrees that adjunct faculty members shall have the right freely to organize, join and support the Federation and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities concerning the terms and conditions of employment for all bargaining unit adjunct faculty members. The College agrees that it shall not directly or indirectly deprive or coerce any adjunct faculty member in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any adjunct faculty member with respect to hours, wages or any terms or conditions of employment by reason of the adjunct faculty member's membership in the Federation and its affiliates, collective negotiations with the College or the adjunct faculty member's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any adjunct faculty member such rights as he/she may have under New Jersey school laws or other applicable laws or regulations.

C. No adjunct faculty member shall be prevented from wearing pins or other identification intended solely to denote membership in the Federation or its affiliates.

D. Upon the request of a unit member, a Federation representative may be present during any investigatory interview scheduled as a result of an incident or complaint by a student, administrator or colleague which the unit member reasonably believes may result in discipline. A unit member shall also be entitled to Federation representation during any meeting subsequent to formal evaluation reports which concerns his/her continued employment.

The representative shall be chosen by the unit member involved. The choice of representative, however, shall not delay the interview beyond five (5) working days from the date of the College's request. The College will mail such notice to the bargaining unit member's last known address and will also place such notice in the member's campus mailbox.

E. No adjunct faculty member shall be disciplined or terminated without just cause. Discipline shall be applied in a non-discriminatory fashion. Discipline to be imposed shall be determined on a case-by-case basis, and shall take into account the nature of the offense, the number of previous offenses and the general employment record of the adjunct faculty. Bargaining unit adjunct faculty members subject to disciplinary action retain the right to utilize the grievance procedure contained within this collective bargaining agreement.

F. The College retains the right to remove a bargaining unit member from the classroom when, in the sole discretion of the College, such removal is necessary to protect the interests of the College. Utilization of the grievance procedure does not preclude such removal from the classroom while an investigation is being conducted, nor does it guarantee a reinstatement to the classroom. The removed bargaining unit member shall be suspended with pay until such time as the matter is resolved. Such payment shall not extend beyond the semester in which the suspension is initiated.

G. In the event that an incident requiring an investigation becomes known to the College after the completion of a Fall or Spring semester but prior to the commencement of teaching in a subsequent Spring or Fall semester, respectively, any pending offer(s) of employment shall be null and void. Furthermore, the individual under investigation shall have no claim to any remuneration under said offer(s) of employment. Nor shall any such offer(s) of employment be a guarantee of reinstatement for said subsequent semester during which the investigation is being conducted.

## ARTICLE IV

### GRIEVANCE PROCEDURE

A. Grievance: A grievance is a claim, complaint or dispute arising out of the collective bargaining agreement which is based upon an event which involves a condition of employment, and interpretation, application or violation of policies, agreements or administrative decisions affecting members of the bargaining unit or the Federation.

B. Procedure. In the event a bargaining unit member, or a group of bargaining unit members for the Federation, believes there is a basis for a grievance, the party or parties involved shall:

B.1. Informally discuss the grievance with the ~~Associate Dean of Academic Affairs~~ <sup>Dean of Academic Affairs</sup>.

B.2. If, as a result of the informal discussion, a grievance is unresolved, the Federation may invoke the formal grievance procedure on the form provided by the Federation and signed by the Federation and the Grievant(s).

B.3. A formal grievance shall be filed with the Dean of Academic Affairs within thirty (30) work days of its occurrence, or the date when the Federation and/or the bargaining unit member became aware or should have become aware of the grievance.

B. 4. The time limitation shall apply to any violation that has occurred in the past and continued up to the time the grievance procedure is initiated if the Federation or the grievant reasonably should have known of its existence.

C. Grievance Level One: Within ten (10) work days of the filing of the grievance, the Dean of Academic Affairs or designee shall meet with the Grievant and his/her Federation representative in an effort to resolve the grievance. The Dean of Academic Affairs or designee shall issue to the Federation a decision on the grievance, in writing, within ten (10) work days of the grievance meeting.

D. Grievance Level Two: If the Federation is not satisfied with the disposition of the grievance by the Dean of Academic Affairs or designee or if no disposition is made within the time limits in Level One, the Federation shall transmit the grievance to the President by filing a written copy thereof within ten (10) work days from the receipt of the Dean of Academic Affairs' decision. The President shall issue a decision on the grievance within fifteen (15) calendar days. If the grievance is denied, the President shall state the reasons for doing so. Grievance Level Two does not preclude a meeting between the Federation and the President regarding the grievance.

E. Grievance Level Three. If the Federation is not satisfied with the disposition of the grievance by the President, or if no disposition has been made within the period provided in Level Two, the grievance may be submitted to arbitration within ten(10) calendar days from the date of receipt of the President's decision or at the expiration of the time limit stated in Level Two. To initiate arbitration, the Federation shall send a certified letter to the New Jersey Public Employment Relations Commission with a copy to the College President.

F. Arbitration.

F. 1. The arbitrator shall submit a written decision within thirty (30) calendar days of the hearing.

F. 2. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of the Agreement. All parties agree to be bound by the decision of the arbitrator.

F. 3. The arbitrator's fees and expenses shall be shared equally by the Board and the Federation.

F. 4. When arbitration hearings are held during work hours, the Grievant, a Federation representative and necessary witnesses shall be excused without loss of pay.

G. Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled if not appealed to the next level or arbitration within the time limits set forth herein. Time limits at each level may be extended by mutual consent in writing. Verbal time extensions cannot be considered valid under the terms of this Agreement.

H. No reprisals of any kind shall be taken against any unit member for participating in any grievance.

I. The College agrees to furnish any documents as may be reasonably and lawfully required to process grievances in accordance with this Article.

J. A grievance may be withdrawn at any level.

K. In the event that a grievance originates at the President's level, then the grievance shall commence with the Dean of Academic Affairs (Level Two described in paragraph D above).



ARTICLE V  
OFFERS OF EMPLOYMENT AND INDIVIDUAL CONTRACTS

Nothing in the provisions of this Article shall supersede or interfere with the implementation and enactment of any and all negotiated agreements with full time faculty pertaining to teaching loads.

A. The College will issue letters of intent to employ to selected members of the bargaining unit consistent with staffing requirements in each semester. Such letters shall be issued no later than the third week preceding the first meeting of each designated class. The parties recognize that such letters do not constitute a binding contract to employ and are subject to withdrawal in the event that a class is canceled. The offer shall be in writing and set forth the course(s) assigned, duration of the course and the rate of pay.

B. Bargaining unit employees shall be issued individual employment contracts in the semester for which they have received a letter of intent to employ in accordance with the following conditions:

- (1) Receipt by the College of a signed acceptance of the letter of intent to employ
- (2) Receipt by the College all completed documentation required for employment purposes, such as the Federal I-9 form, employment application, emergency contact form and Federal W4 form.

All bargaining unit members as herein defined shall also be required to complete the necessary documents for enrollment in the Public Employees Retirement System upon eligibility.

Said individual employment contract shall set forth the date of the term, course(s) assigned, duration of each course and rate of pay for each credit hour. Such contracts shall be issued as of the day of the first meeting of each class.

C. If a course which has been offered to and accepted by an adjunct is canceled for any reason, including insufficient registration, said adjunct will be notified within two business days of the cancellation.

D. A bargaining unit member shall be provided with a copy of this Agreement and the Adjunct Faculty Handbook along with all other orientation materials. Thereafter, the College shall provide each bargaining unit member with a revised copy of the Adjunct Faculty Handbook for the semester in which they are employed along with all other orientation materials.

E. A bargaining unit member who has been offered and who has accepted and commenced teaching an assigned course(s) shall not be removed from any course(s) except for just cause or financial exigency.

F. In the event that a bargaining unit member is displaced from a course by a full-time faculty member for legitimate reasons for full-time faculty course load distribution or other terms and conditions of full-time faculty employment, said bargaining unit member's contract for that course shall be null and void.

G. In the event that the College has issued a letter of intent to employ and the bargaining unit member's assigned class is cancelled due to underenrollment or displacement by a full-time faculty member, the affected bargaining unit member shall receive pro-rated compensation for actual classroom contact hours rendered.

H. In the event that the College has issued a letter of intent to employ and the bargaining unit member's assigned class is cancelled due to underenrollment or displacement by a full-time faculty member, the affected bargaining unit member shall be reimbursed in the amount of \$75 if said class is a first-time assignment for that bargaining unit member.

I. Hereinafter, any individual contract for teaching executed between the College and a bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract to teach contains any language inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE VI  
VACANCIES AND POSTINGS OF FULL-TIME FACULTY OPENINGS

- A. Bargaining Unit members shall be notified promptly of full-time faculty vacancies at the College. Such notice will be posted on the Adjunct Faculty Federation bulletin board and will be placed in the campus mailbox of the Adjunct Faculty Federation President.
- B. An internal posting shall be available simultaneously with an outside advertisement.
- C. Any and all bargaining unit members designated as "Senior Adjunct Faculty", as defined by Article IX ("Seniority") of this Agreement, and who meet the posted qualifications for a full-time faculty vacancy shall be granted an interview upon application for same.
- D. The parties agree that the determination of the necessary job qualifications remains at the sole discretion of the College.
- E. The College shall notify any adjunct faculty applicant of the final determination of the search.
- F. The parties agree that nothing in this Article shall be subject to the grievance procedure.

## ARTICLE VII

### BARGAINING UNIT MEMBER EVALUATION PROCEDURE

The evaluation of Adjunct Faculty at Sussex County Community College who are members of the bargaining unit is designed to:

1. Facilitate professional development in teaching excellence;
2. Maintain and strengthen instructional quality in the classroom.

Upon commencement of the semester and the signing of a contract, bargaining unit members shall receive a written statement setting forth the criteria on which they will be evaluated.

#### Methods:

The measurement of teaching effectiveness and instructional quality shall primarily be classroom observations by the Associate Dean of Academic Affairs or Division/Program Coordinator in conjunction with student input/evaluations.

#### **CLASSROOM OBSERVATION**

Bargaining unit members shall be formally evaluated in the first semester of teaching and then every three years thereafter by the Division/Program Coordinator or Associate Dean of Academic Affairs. They shall also be evaluated in accordance with this schedule, whenever they teach a new course.

#### Procedure

A. First-time bargaining unit members or those teaching a new course, within the first four weeks of the semester in which they are to be evaluated, shall receive a letter from the Associate Dean of Academic Affairs explaining the evaluation process, the criteria to be used and a response sheet to indicate the preferred date and time for observation.

B. Upon submitting the response form, the bargaining unit member and the appropriate Division/Program Coordinator or Associate Dean shall agree on a date for the observation.

C. Prior to the observation, bargaining unit members shall fill out a questionnaire sent by the Associate Dean for preparation for the observation. The questionnaire must be submitted to the assigned observer five days prior to the observation.

D. The classroom observation conducted by the Division/Program Coordinator or Associate Dean will last for at least 50 minutes and will be followed up by a formal written report presented to the bargaining unit member.

E. All classroom observations and reports thereof shall be discussed with and signed by the bargaining unit member prior to being placed in the official personnel file. Bargaining unit members' signatures are understood to signify neither agreement or disagreement with the report but simply to acknowledge the report and discussion thereof.

F. The observation report must contain a conclusive statement of the observation; a copy shall be provided to the bargaining unit member who shall have the right to submit a written response to the Associate Dean within two (2) weeks of receipt of the report.

G. In the event of a negative evaluation, the bargaining unit member shall be given a follow-up observation during that assigned semester.

H. All follow-up classroom observations and reports thereof shall be discussed with and signed by the bargaining unit member prior to placing the report in the official personnel files. Again, bargaining unit member signatures will signify neither agreement nor disagreement with the report, but will merely acknowledge the report and discussion thereof.

## STUDENT EVALUATIONS

Towards the end of each semester, student evaluations will be completed in all courses taught by bargaining unit members. The student evaluations will be reviewed by the Division/Program Coordinator at the end of the semester. All student evaluations will be kept on file in Academic Affairs.

If the student evaluation forms indicate a problem(s), the Program/Division Coordinator will schedule a meeting to discuss the problem(s) with the bargaining unit member. A note indicating the outcome of the meeting shall be placed in the bargaining unit member's Instructional Activity file maintained in the Office of Academic Affairs.

**ARTICLE VIII  
PERSONNEL FILES**

A. There shall be one official personnel file for each bargaining unit member, which shall be maintained in the Human Resources Department.

1. No evaluative material shall be placed in the personnel files unless the bargaining unit member has received a copy and has affixed his/her signature to the original. Signing such material signifies only that the bargaining unit member has received a copy. It shall not signify either approval or rejection of the contents.
2. The bargaining unit member shall have the right to answer in writing any material in his/her personnel files and this answer shall be attached to the pertinent material and made a permanent part of the files.
3. Bargaining unit members may request the inclusion in their personnel files of material relative to their employment at the College, which would otherwise not be included in the formal evaluation procedure.
4. No anonymous material shall be placed in personnel files.
5. Access to a bargaining unit member's personnel file shall be limited to purposes of official college business.
6. A bargaining unit member shall have the right to examine his/her personnel file within three working days of having provided formal notice and to be furnished with a single copy of each requested item in such file at no cost.
7. A bargaining unit member may authorize a Federation representative to examine his/her personnel file on his/her behalf, and to be furnished with a single copy of each requested item in such file at no cost. Such authorization shall be in writing.

## ARTICLE IX

### SENIORITY

A senior adjunct faculty member will be defined as a bargaining unit member who is currently teaching or has taught the seventy-fifth (75) credit hour at SCCC.

However, for the Fall, 2000 semester only, any and all bargaining unit members who are currently teaching or have taught the sixtieth (60) credit hour at SCCC will be designated as senior adjunct faculty.

The designation of senior adjunct faculty at sixty credit hours is a one time only provision limited to the Fall, 2000 semester. Thereafter, the senior adjunct faculty designation will be reserved for bargaining unit members who meet the criteria in paragraph one above.

## ARTICLE X

### SALARY

#### A. Frequency of Pay

1. The salary of bargaining unit members shall be paid in bi-weekly installments, on the schedule of the recurring college payroll, as earned.

#### B. Distribution of Paychecks

Paychecks will be available to bargaining unit members in the College's Business Office, beginning at 9 a.m. on each scheduled College payday. Paychecks which have not been personally retrieved by a bargaining unit member by 1 p.m. on a scheduled College payday will be mailed by the College to the bargaining unit member's home address, unless the bargaining unit member notifies the payroll representative in the Business Office of other instructions for distribution of the paycheck.

C. Minimum Salaries. The following are the minimum per credit hour salaries, effective August 31, 2000:

1. Regular Adjunct Faculty: \$400 per credit hour  
Senior Adjunct Faculty - \$420/credit hour. The definition of Senior Adjunct Faculty as set forth in Article IX ("Seniority") will govern all references to senior adjunct faculty within this Agreement.

#### D. Retroactivity

All retroactive salary payments which are due from August 31, 2000 will be paid in full to the bargaining unit members by the final check of the Fall, 2000 semester.

#### E. Salary Increases

1. Effective with the Fall, 2001 semester, the per credit salaries will be as follows:

Regular Adjunct Faculty: \$420/per credit hour

Senior Adjunct Faculty - \$440/per credit hour

2. Effective with the Fall, 2002 semester, the per credit hour salaries will be as follows:

Regular Adjunct Faculty: \$435/per credit hour

Senior Adjunct Faculty: \$460/per credit hour



ARTICLE XI  
BENEFITS

A. SUPPLEMENTARY EDUCATION AND TRAINING

1. Selected members of the bargaining unit may, at the request of the Dean of Academic Affairs, be encouraged to teach in new or related discipline areas. In the event such a request is made, the College will identify the necessary supplemental education or training as well as the provider of same. The College will pay the costs of tuition, books and supplies for each such course.

2. Individual bargaining unit members may also recommend to the Dean of Academic Affairs supplementary education and training opportunities which will serve to enhance that individual's value to the College. Such individual requests for supplemental education and training shall be made in writing to the Dean of Academic Affairs setting forth:

1. the nature of the course of study.
2. its provider and costs
3. its relevance and value to the College.

Each such request may be granted at the sole discretion of the Dean of Academic Affairs.

B. Pay for Additional Assignments

1. Bargaining unit members are eligible to apply for assignments other than credit-bearing teaching assignments and will receive compensation for such activities in accordance with College policy. A notice will remain posted on the adjunct faculty bulletin board advising bargaining unit members where to obtain information on additional campus employment opportunities.

C. Independent study and/or distance learning

1. Independent studies will be compensated at a flat rate of \$140.00 per student.
2. Bargaining unit members may be assigned distance learning courses when available and in accordance with College policy.

D. All bargaining unit members shall have the right to utilize photocopy services at no cost for the preparation of classroom materials.

E. Bargaining unit members who are actively teaching shall have individual mailboxes during the semester(s) of assignment.

## ARTICLE XII

### MISCELLANEOUS

- A. If any provision(s) of this Agreement or any application of the Agreement, not including policies and procedures reserved to management, to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid. All other provisions or applications shall continue in full effect.
- B. This Agreement is in lieu of all other contracts or understandings, including individual employment contracts, with respect to wages, hours, rate of pay or other conditions of employment heretofore or now existing between the parties. The College shall not be bound by anything not expressed in writing, subject to any obligation imposed by N.J.S.A. 34:13A-5.3 or the Education Laws of New Jersey.

## ARTICLE XIII

### AGENCY SHOP

- A. The Adjunct Faculty Federation President shall submit to the College business office a list of names of faculty covered by this agreement who are not currently dues-paying members of the Federation. The College, in compliance with State law and this Agreement, will deduct from all such unit members' pay a representation fee (dues) equal to eighty percent (80%) of the amount established for Federation members. (The amount will be determined by the Federation membership in accordance with the Federation Constitution). The deducted funds shall be remitted once per month no later than the last day of the month to the Federation, and the Federation shall be solely and exclusively responsible for the distribution of such funds thereafter.

ARTICLE XIV

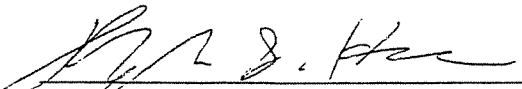
DURATION

This Agreement shall become effective as of August 31, 2000 and shall remain in full force and effect until 12 midnight June 30, 2003. This Agreement shall be automatically renewed from year to year unless either party gives written notice by registered mail of its desire to terminate or modify this Agreement at least sixty (60) days prior to the expiration date herein or any subsequent annual renewal period.

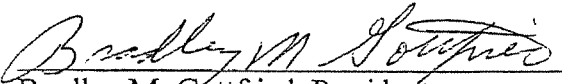
IN WITNESS WHEREOF, the parties executed this Agreement on this the 28 day of November, 2000.

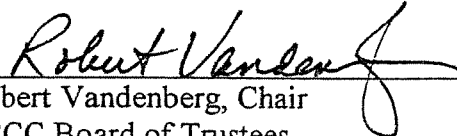
FOR THE FEDERATION:

  
\_\_\_\_\_  
Donald Ryan, President

  
\_\_\_\_\_  
Douglas Hobbs, Vice President

FOR THE COLLEGE:

  
\_\_\_\_\_  
Bradley M. Gottfried, President

  
\_\_\_\_\_  
Robert Vandenberg, Chair  
SCCC Board of Trustees

ARTICLE XV

COPIES OF AGREEMENT

- A. Copies of this Agreement shall be reproduced by the Federation. The College agrees that the Federation may use College duplicating machines, after business hours, to make the required copies. The Federation agrees to provide, at its own expense, all paper and other supplies necessary to make the required number of copies of this agreement.
- B. The parties agree that the Federation will not use College equipment to reproduce any Federation material other than this Agreement.
- C. The Federation agrees that it will distribute copies of this Agreement to all bargaining unit members actively employed at the time this Agreement becomes effective.
- D. The Federation agrees that, in subsequent semesters, it will provide to the College the necessary copies of this Agreement for College distribution to bargaining unit members.